

## **EXTENSION OF USE AND OCCUPANCY AGREEMENT**

THIS EXTENSION OF USE AND OCCUPANCY AGREEMENT ("Extension") is dated this 4<sup>th</sup> day of February, 2016 and is entered into between the Village of Westmont, an Illinois municipal corporation ("Village") and Josephine H. Sunblade (collectively the "Seller").

WHEREAS, the Village and Seller were parties to a real estate contract (the "Contract") for the sale and purchase of 414 Warwick, Westmont, Illinois (the "Property"); and

WHEREAS, pursuant to Section 40 of the Contract, "Post Closing Possession," the Seller was permitted to maintain use and occupancy of the Property for a period of 180 days following closing; and

WHEREAS, Section 40 of the Contract was further modified by agreement of the attorneys for the parties to provide that the Seller in possession was required to pay all utilities for the Property and to maintain the Property in a reasonable manner consistent with other single-family houses in the immediate area (the "Agreement"); and

WHEREAS, the parties closed on the sale and purchase of the Property on August 21, 2015, and Seller has maintained possession of the Property post-closing in accordance with the terms and conditions of the Contract and Agreement; and

WHEREAS, the 180 day period of extended use and occupancy by Seller is set to expire on February 17, 2016, and by mutual agreement of the parties, the parties desire to extend this period of use and occupancy of the Property until June 30, 2016 according to the terms of this Extension.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein and contained in the Contract and Agreement, the receipt and sufficiency of which are hereby mutually acknowledged, the Parties agree as follows:

1. Extension of Use and Occupancy. The period of Seller's use and occupancy of the Property pursuant to the Contract and Agreement is hereby extended from February 17, 2016 until June 30, 2016. Seller shall use and occupy the Property during this extended period in accordance with the terms and conditions of this Extension, the Contract and the Agreement.
2. Payment for Extended Use and Occupancy. Seller shall pay the sum of \$1.00 to the Village for this extended period of use and occupancy.
3. Possession to Village. Upon or before June 30, 2016, Seller shall vacate the Property, remove all personal possessions from the Property, terminate all utility service to the Property, and pay all final utility bills and other charges for the Property. In the event that Seller does not timely vacate the Property by June 30, 2016 and in the event that the Village files a forcible entry and detainer lawsuit to remove Seller from possession, the Seller shall be obligated to pay the Village's reasonable attorneys' fees and costs associated with such legal action if the Village substantially prevails in such action. In the event that any liens are filed against title to

the Property as a result of Seller's use and occupancy which results in legal action by the Village against Seller, then Seller shall be obligated to pay the Village's reasonable attorneys' fees and costs associated with such legal action if the Village substantially prevails in such action.

4. Miscellaneous. This Extension, combined with the Contract and Agreement, constitute the entire agreement between the parties. There are no other oral or other agreements or understandings between the parties not contained in this Extension, the Contract and the Agreement. This Extension shall be binding upon the party's heirs and successors. Seller may not sublease the Property or allow others to occupy the Property other than Seller's immediate family. Seller has had the opportunity to have this Extension reviewed by an attorney of their choice, and by signing this Extension, Seller confirms that they have read and understand all terms and provisions.

IN WITNESS WHEREOF, the parties have approved and executed this Extension on the date first written above.

**VILLAGE OF WESTMONT**

**JOSEPHINE H. SUNBLADE**

By: \_\_\_\_\_  
Stephen M. May, Village Manager

By: \_\_\_\_\_  
Josephine H. Sunblade